

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 729084

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DIVISION
PARISH OF JEFFERSON, LA
2013 JUL 19 AM 10:45
FILE FOR RECORD
DEPUTY CLERK

PARISH OF JEFFERSON, STATE OF LOUISIANA,
AND LOUISIANA STADIUM AND EXPOSITION DISTRICT

VERSUS

N-Y ASSOCIATES, INC., GREG G. GARDIOL, AIA,
SOIL TESTING ENGINEERS, INC., CHAD M. POCHE, P.E.,
ARDAMAN & ASSOCIATES, INC., MEYER ENGINEERS, LTD.,
INFINITY ENGINEERING CONSULTANTS, L.L.C.,
WILLIAM THOMASSIE, P.E., AND
ZURICH AMERICAN INSURANCE COMPANY

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

The petition of the Parish of Jefferson ("POJ"), a political subdivision of the State of Louisiana, domiciled in the Parish of Jefferson, State of Louisiana, the State of Louisiana, Division of Administration (the "State"), and the Louisiana Stadium and Exposition District (the "LSED") respectfully represents:

1.

The following parties, made defendants in this suit, are indebted to POJ, the State, and the LSED jointly, severally, and in solido for breach of contract and/or warranty, and/or for professional malpractice, together with legal interest from date of judicial demand until paid and for all costs of these proceedings:

a. N-Y Associates, Inc., ("N-Y") is a Louisiana corporation, with its registered address in the Parish of Jefferson, State of Louisiana;

b. Greg G. Gardiol, AIA ("Gardiol"), is a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana;

c. Soil Testing Engineers, Inc. ("STE"), is a Louisiana corporation with its registered address in the Parish of Jefferson, State of Louisiana;

d. Chad M. Poche, P.E. ("Poche"), is a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana;

e. Ardaman & Associates, Inc. ("Ardaman") is a foreign corporation doing business in the Parish of Jefferson, State of Louisiana;

f. Meyer Engineers, Ltd. ("Meyer"), is a Louisiana corporation with its registered address in the Parish of Jefferson, State of Louisiana;

g. Infinity Engineering Consultants, L.L.C. ("Infinity"), is a Louisiana limited liability company with its registered address in the Parish of Orleans, State of Louisiana;

h. William Thomassie, P.E. ("Thomassie"), is a person of the full age of majority and a resident of the Parish of Orleans, State of Louisiana; and

i. Zurich American Insurance Company ("Zurich") a foreign insurance company authorized to do and doing business in the Parish of Jefferson, State of Louisiana.

2.

Bayou Segnette is a 575.87 acre State Park located in Westwego, Louisiana and owned by the State of Louisiana.

3.

In accordance with a Cooperative Endeavor Agreement ("CEA") between Jefferson Parish and the State dated March 4, 1996, Jefferson Parish constructed the Bayou Segnette Sports Recreation Complex. The Bayou Segnette Sports Recreation Complex is comprised of the John A. Alario, Sr. Event Center, The Alario Center Festival Grounds, and Segnette Field.

4.

Pursuant to the terms of the CEA, the State and the LSED maintained ownership of the Bayou Segnette Sports Recreation Complex and Jefferson Parish assumed the responsibility for the operations and conditions of the property.

5.

By contract (the "Contract") dated November 21, 2006, Gibbs Construction, L.L.C., entered into a contract with Jefferson Parish for the construction of the Alario Center Hall C Expansion ("Hall C") in Marrero, Louisiana.

6.

Pursuant to the terms of the Contract, Gibbs constructed Hall C, which is an additional concrete slab and CMU construction attached to the original Alario Center.

7.

The signature by the architect, N-Y, on the Certificate of Substantial Completion is dated July 29, 2008; and the project was accepted as substantially complete by Resolution 110676 of the Jefferson Parish Council dated August 6, 2008.

8.

Pursuant to Architectural Agreement dated February 21, 2005 (the Architectural Agreement"), between POJ and N-Y, the architect on the Hall C project was N-Y,

9.

Gardiol, Reg. No. 3406, was an employee of N-Y; Gardiol and N-Y designed Hall C; and Gardiol and N-Y signed and stamped the plans of Hall C.

10.

Gardiol and N-Y's design of Hall C was defective, as the foundation of Hall C has sunk and continues to sink.

11.

Zurich issued a policy of insurance to N-Y which provided professional liability coverage for the acts and omissions of N-Y at all times relevant hereto, including but not limited to coverage for liability arising out of the Architectural Agreement.

12.

STE acted as sub-contractor to N-Y and prepared a report (the "STE Report") for N-Y dated May 10, 2005, on STE's geotechnical investigation of the soils which was used in the design of the support pilings and foundation of Hall C.

13.

At all times relevant hereto Poche, Reg. No. 27667, was Vice President of STE and was employed by STE as a registered professional engineer; and Poche prepared, signed, and stamped the STE Report.

14.

STE and Poche committed professional malpractice and breached the standard of care in preparing the STE Report and defectively designing the support pilings and foundation of Hall C.

15.

Ardaman subsequently purchased STE, and Ardaman is liable for the professional malpractice and breach of standard of care and defective design of the support pilings and foundation of Hall C by STE and Poche.

16.

Meyer was the civil engineer subcontractor to N-Y; and Meyer entered a sub-subcontract with Infinity for structural engineering and the preparation of the foundation and piling design of Hall C.

17.

At all times relevant hereto Thomassie, Reg. No. 27421, was employed by Infinity as a registered professional engineer; and Thomassie prepared, signed, and stamped the plans for the foundation and support pilings of Hall C.

18.

Meyer, Infinity, and Thomassie committed professional malpractice and breached the standard of care in and defectively designing the foundation and support pilings of Hall C.

19.

Defendants' design of Hall C, including the foundation and support pilings, was defective; defendants' defective design is the cause of the sinking foundation of Hall C.

20.

N-Y breached its contract with POJ; and N-Y and Zurich are liable in solido to POJ for same.

21.

N-Y negligently approved Hall C as substantially complete when in reality Hall C was defective, and N-Y and Zurich are liable in solido for same.

22.

Defendants committed professional malpractice and breached the standard of care owed to the State and the LSED, as the owner of the property, and to POJ by creating a defective design for Hall C.

23.

N-Y committed professional malpractice and breached the standard of care it owed to the State and the LSED, as the owner of the property, and to POJ by improperly and negligently approving and accepting the defective Hall C.

24.

Defendants are liable in solido to the State, the LSED, and/or POJ in solido for all damages suffered by plaintiffs due to the breach of contract, and/or the defects in the design of Hall C, and/or for breach of warranty.

25.

Defendants are liable in solido to POJ, the LSED, and the State in solido for all damages suffered by POJ, the LSED, and the State due to the professional malpractice and breach of their respective duties and/or standards of care owed to the State, the LSED, and to POJ, and plaintiffs are entitled to judgment accordingly.

JURY DEMAND

Plaintiffs request a trial by jury of all issues triable by a jury.

WHEREFORE, plaintiffs State of Louisiana, Louisiana Stadium and Exposition District, and Parish of Jefferson pray that:

1) This petition be deemed good and sufficient and defendants be cited and served with a copy of it;

2) After due proceedings had, there be judgment rendered in favor of plaintiffs State of Louisiana, Louisiana Stadium and Exposition District, and Parish of Jefferson in solido and against defendants N-Y Associates, Inc., Greg G. Gardiol, AIA, Soil Testing Engineers, Inc., Chad M. Poche, P.E., Ardaman & Associates, Inc., Meyer Engineers, Ltd., Infinity Engineering Consultants, L.L.C., William Thomassie, P.E., and Zurich American Insurance Company, in solido for breach of contract and/or warranty, and/or for professional malpractice and/or breach of the respective duties and/or standards of care owed to plaintiffs, for all damages reasonable in the premises, with legal interest from date of judicial demand until paid and for all costs of these proceedings; and

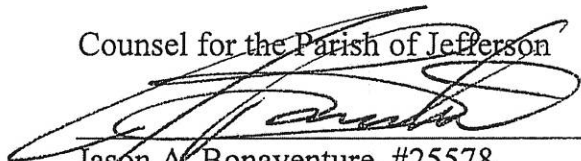
3) Plaintiffs be granted all general and equitable relief to which they may be entitled.

Respectfully submitted,



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Counsel for the Louisiana Stadium and
Exposition District

PLEASE SERVE:

- 1) **N-Y Associates, Inc.**
through its registered agent for service of process:

Michael F. Nicoladis
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Metairie, LA 70002

- 2) **Greg G. Gardiol, AIA**
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New Orleans, LA 70124-4310

- 3) **Soil Testing Engineers, Inc.**
through its registered agent for service of process:

Mary Heath Boutwell
3113 E. Lakeshore Dr.
Baton Rouge, LA 70808

- 4) **Chad M. Poche, P.E.**
4413 Wade Drive
Metairie, LA 70003-2707

- 5) **Ardaman & Associates, Inc.**
through its registered agent for service of process:

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- 6) **Meyer Engineers, Ltd.**
through its registered agent for service of process:

Charles E. Meyer
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- 7) **Infinity Engineering Consultants, L.L.C.**

through its registered agent for service of process:

Jeffery P. Brothers, Esq.
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Gretna, LA 70053

- 8) **William Thomassie, P.E.**
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Metairie, LA 70001-4240

- 9) **Zurich American Insurance Company**
through the Louisiana Secretary of State:

Louisiana Secretary of State Tom Schedler
Administrative Services Section
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